

**New York State Office of Children and Family Services
Commission for the Blind
Business Enterprise Program**

INVITATION FOR BIDS (IFB)

**Automatic Vending Machine Service for
Upstate, Franklin, Bare Hill, Altona and Clinton Correctional Locations**

IFB 1187

IFB Release Date: 9/13/2024

**Bid Due Date: 10/25/2024
by 4:00 PM Eastern Time**

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Please note: Appendix A, C, D, E and F are provided for contractor reference and are not required to be completed and submitted with your bid. These will be incorporated into the winning bidder's executed contract.

**NYS Office of Children and Family Services
Commission for the Blind
Business Enterprise Program**

**IFB 1187 Automatic Vending Machine Service for
Upstate, Franklin, Bare Hill, Altona and Clinton Correctional Locations**

Introduction

The New York State Office of Children and Family Services (OCFS), Commission for the Blind, hereinafter known as the Commission, as authorized under the Federal Randolph Sheppard Act of 1974, the New York State Unconsolidated Laws, Section 8714-a, the New York State Social Services Law, Sections 20 (3) (d) and 38, and the New York State Public Buildings Law, Section 3 (13), is soliciting bid proposals for automatic vending machine service for the purpose of providing income, benefits and services to legally blind New York State residents.

Current Contract and Net Sales

The current contract to provide vending machine services for the Upstate, Franklin, Bare Hill, Altona and Clinton Correctional Locations are in association with a larger contract. The five locations are being removed and therefore the larger contract’s value is not relevant to this procurement.

\$237,777.00 in Total Net Sales was reported for the Upstate, Franklin, Bare Hill, Altona and Clinton Correctional Locations for the 12-month period of 8/1/2023 – 7/31/2024.

The Total Net Sales dollar amount provided herewith was reported by the current vendor to NYSCB, for the period of time stated, and is meant to be representative of Total Net Sales generated by the Upstate, Franklin, Bare Hill, Altona and Clinton Correctional Locations. This Total Net Sales amount does not represent a commitment or guarantee that the Upstate, Franklin, Bare Hill, Altona and Clinton Correctional Locations will generate any specific level of sales or revenue.

Calendar of Events

The table below outlines the schedule for important action dates.

EVENT	DATE
Invitation for Bids (IFB) Issued	9/13/2024
Site Visits: Altona Correctional Clinton Correctional Franklin Correctional Upstate Correctional Bare Hill Correctional Note: An RSVP is required, see Appendix D.	9/27/2024 at 10:00 AM 9/27/2024 at 12:30 PM 10/1/2024 at 9:00 AM 10/1/2024 at 10:00 AM 10/1/2024 at 11:00 AM
Deadline for Submission of Offerer Questions	10/9/2024 by 4:00 PM Eastern Time
Responses to Questions Published (<i>on or about</i>)	10/16/2024
Bid Submission Deadline	10/25/2024 by 4:00 PM Eastern Time
Contract Start Date (<i>anticipated</i>)	3/1/2025

I. INFORMATION FOR PROSPECTIVE BIDDERS

1. Designated Contacts:

In compliance with the Procurement Lobbying Law, from the issuance of this Invitation for Bids (IFB) until contractors are selected, all contacts with the New York State Office of Children and Family Services (OCFS) personnel, except as otherwise specified herein, concerning this IFB must be made via email to funding@ocfs.ny.gov. **Please reference IFB 1187.**

Please note: OCFS maintains an electronic solicitation list for vending opportunities. If prospective bidders wish to receive future notifications regarding these opportunities, please send an email to funding@ocfs.ny.gov with the name and address of your organization, phone number, contact names, and email addresses of all individuals who should receive notifications.

2. Location(s):

The Commission requires automatic vending machine service at the following location(s). For the purpose of this IFB, all sites listed below shall constitute the location:

Upstate, Franklin, Bare Hill, Altona and Clinton Correctional Locations

(See **APPENDIX D**, attached hereto, for details.)

Optional site visit information is specified in Appendix D and correctional facilities have specific terms for contractors. An RSVP is required to participate in the site visits. RSVP instructions and deadlines are indicated in the Appendix D. Please refer to Appendix F for additional information regarding restrictions.

3. Minimum Bid Requirement and Eligibility Criteria

Automatic Vending Machine Services: This IFB is soliciting bid proposals for automatic vending machine services for the Upstate, Franklin, Bare Hill, Altona and Clinton Correctional Locations as specified in **Appendix D**. **The minimum acceptable bid rate shall not be less than 20% of Net Sales (Net Sales meaning Total Sales minus bottle deposit minus sales tax) per month for the five-year contract term.**

Eligibility Criteria: This IFB is soliciting bid proposals from vendors who are bidding to, and agree to, provide the automatic vending machine services specified in this solicitation.

Prospective bidders must:

1. Have at least one year of experience in providing automatic vending machine services.
2. Provide references:
 - Minimum of three references for services provided at different locations.
 - At least one reference must be for services provided within the past 12 months.
 - References should include a description of the locations where vending services were provided.
3. Bidders must agree to place required machines at the locations specified in **Section I.2 “Location”** (also Appendix D) either on the contract start date, or within 5 business days of contract approval by the NYS Office of the State Comptroller (OSC), whichever is later.
4. Bidders proposing to subcontract any or all services must submit written documentation specified in **Section II.1.C “Subcontractors”**.

4. **Duration of Service**

The Commission requires service at the above location(s) for a five-year term commencing March 1, 2025, through February 28, 2030. Service may be terminated earlier according to the terms of the agreement between the Commission and the Contractor.

5. **Annual Sales**

The Commission cannot independently verify sales figures. Each bidder is expected to visit the location to independently estimate the value of the business available. For site visits, see **Appendix D** for location contacts or further information.

6. **Terms of Service**

This contract, upon execution and for the duration of the contract term as described in **Section I.4 “Duration of Service,”** provides the Contractor exclusive rights to provide automatic vending machine service at the location listed in **Section I.2 “Location.”**

7. **Product and Pricing**

There will be no price cap requirement in the contract resulting from this IFB. The Contractor will be responsible for setting the prices for all the products in the machines covered under the contract resulting from this IFB. The Commission reserves the right to review and approve pricing for all products.

8. **Cashless Sales**

Vending machines must have cashless sales ability, accepting credit and debit cards, and should accept as many types of mobile payment as is feasible including, but not limited to: Apple Pay, Google Wallet, PayPal, etc.

9. **Equipment and Location**

The Contractor will be required to install, at their expense, all equipment necessary to vend the products at the site as listed in **Appendix D**. Equipment should be installed either on the contract start date, or within 5 business days of contract approval by the NYS Office of the State Comptroller (OSC), whichever is later.

The machines installed must meet all standards set in the Americans with Disabilities Act.

NOTE: The number or types of machines and services are not to be increased or decreased unless authorized in writing by OCFS/NYSCB. It is strongly recommended to obtain prior approval.

10. **Equipment Installation**

All water and electrical outlets will be furnished by the location management (host agency) at no cost to the Contractor.

11. **Questions**

There will be an opportunity available for submission of written questions and requests for clarification regarding this IFB. All questions and requests for clarification of this IFB should cite

the particular IFB Section and paragraph number where applicable and must be submitted via email to the Designated Contact as indicated in **Section I.1** no later than the Deadline for Submission of Offerer Questions as specified in the **Calendar of Events**. Questions received after the deadline may not be answered.

NOTE: It is the Bidder's responsibility to ensure the email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Offerer Questions as specified in the **Calendar of Events** section.

The comprehensive list of questions and responses will be posted to the New York State Contract Reporter website (<https://www.nyscr.ny.gov/>) and OCFS website (<https://ocfs.ny.gov/main/contracts/funding/>) on or about the date specified in the **Calendar of Events**. Prospective bidders are responsible for downloading and reviewing the published answers prior to submitting their bid proposal. This listing will not include the identities of the vendors submitting the questions; those vendors will remain anonymous to the extent allowed by law.

II. CONTENTS OF BID SUBMISSION

1. Proposal Content

The following information must be included in any bid proposal submitted in response to this IFB.

- A. Fee: The Contractor will be contractually bound to pay fees to the Commission over the 60 months of the service agreement. A completed and signed bid commitment form **must** accompany the proposal (**Attachment #1**).

The bidder **must** propose a fee for **automatic vending machine services** described in this solicitation, not to be less than 20% of Net Sales (Net Sales meaning Total Sales minus bottle deposit minus sales tax) per month, to be paid in monthly installments to the Commission for the five-year term of the service period.

NOTE: See Section I "Information for Prospective Bidders" sub-section #3 entitled "Minimum Bid Requirement" for the percentage of net sales for the minimum acceptable bid.

- B. Subcontractors: If your bid proposal is from a combination of companies, the company that submits the proposal on its letterhead will be responsible for payment of all fees to the Commission and for the delivery of satisfactory service. Your proposal must include the name of any other company or other entity that will provide any portion of the services under the resulting contract as a subcontractor. Written documentation should be submitted with the bidder's proposal, verifying that the subcontractor is willing to provide services and/or subcontract with your organization to provide vending services. Such verification could be, but is not limited to: a copy of a subcontract or partnership agreement, a statement of commitment on their letterhead, a statement of agreement to work with you in an email, etc.
- C. Signature: The proposal **must be signed and dated** by an official of your company who is empowered to make financial commitments for your organization. Include name, title, company name, address, email address, telephone number, and fax number (if available) on **Attachment #1**.

Please note: Appendix A, C, D, E, and F are provided for contractor reference and are not required to be completed and submitted with your bid. These will be incorporated into the winning bidder's executed contract.

2. Bidder Identification Form

Each proposal should be accompanied by a fully completed New York State OCFS "**Bidder Identification Form**" (**Attachment #2**).

3. MacBride Fair Employment Principles

Each proposal should be accompanied by a completed New York State "**MacBride Fair Employment Principles**" form (**Attachment #3**).

4. Vendor Responsibility Questionnaire

Each proposal with a bid amount valued over \$100,000 should be accompanied by a completed New York State "**Vendor Responsibility Questionnaire**" (**Attachment #4**) **or by completing an online VendRep certification**. If your bid proposal is from a combination of companies, it must be accompanied by a completed Vendor Responsibility Questionnaire from each subcontract valued over \$100,000.

Enrolling and completing the questionnaire online through the New York State VendRep System is the best method because the questionnaire information and answers are stored in the system. Then, subsequent questionnaires in response to contracts or Requests for Proposals from any state agency, not just OCFS, would only need to be updated in the system.

To access or enroll in the VendRep System, or to update your existing online questionnaire click here: http://www.osc.state.ny.us/vendrep/vendor_index.htm. Questionnaires in the VendRep System that have been completed in the last six months in response to contracts or bid announcements from OCFS or other state agencies do not need to be updated.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor Identification Number or for direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at itservicedesk@osc.ny.gov.

For vendors opting to use the VendRep System, a copy of the VendRep **Form Overview Page** that includes the certification date should be included with the proposal.

Vendors opting to complete a paper questionnaire can find the New York State Vendor Responsibility Questionnaire attached with this IFB (**Attachment #4**).

Note: All Vendor Responsibility Questionnaires must be dated within six months of the proposal due date.

5. Procurement Lobbying Act - Offerer Certification Form

Each proposal should be accompanied by a completed "**Procurement Lobbying Act – Offerer Certification Form**" (**Attachment #5**).

6. Non-Collusive Bidding Certification Form

Each proposal should be accompanied by a completed "**Non-Collusive Bidding Certification Form**" (**Attachment #6**).

7. **Executive Order 177 Certification Form**

Each proposal should be accompanied by a completed “**Executive Order 177 Certification Form**” (**Attachment #7**).

8. **Reference Form**

Each proposal must be accompanied by a minimum of three references (**Attachment #8**). If a completed **Attachment #8 – References** document is not provided in the bidder’s submission, it may be required to be provided to OCFS within five business days from the date of notification or the bidder will be found non-responsive and disqualified from consideration for award under this IFB.

9. **Subcontractor Information**

If a bidder proposes to use a subcontractor, your bid proposal must be accompanied by supporting documentation outlined above in **Section II.1.C “Subcontractors**. If this information is not provided in the bidder’s submission, it may be required to be provided to OCFS within five business days from the date of notification or the bidder will be found non-responsive and disqualified from consideration for award under this IFB.

III. CONTRACTUAL REQUIREMENTS OF THE SUCCESSFUL BIDDER (Contractor)

1. **Payment**

A. **Fee**: The Contractor must agree to pay the Commission or its designees(s) a fee, as described in **Section II.1.A** above, on a monthly basis for the five-year duration of the service period and any extension thereof.

B. **Monthly Payments**: Monthly payments, as described in **Section II.1.A** above, must be paid by the Contractor to the Commission or its designee(s) on the start date of the service period and on the 15th of each month thereafter for the duration of the service period.

2. **Health and Safety Standards**

The Contractor must meet the standards of the local Health Department and must meet specifications established by the United States Public Health Federation, the National Sanitation Foundation, the Occupational Safety and Health Administration, and any other applicable requirements. It is the Contractor’s responsibility to be knowledgeable of and in compliance with ALL applicable health and safety requirements.

3. **Personnel**

An adequate number of personnel must be available to meet any equipment maintenance and supply demands of the location. Such personnel must be clearly identifiable by the host agencies and their security staff as the Contractor’s employees or as employees of the Contractor’s authorized subcontractor, by use of a uniform and identification card. Access requirements of the host agencies must be adhered to.

4. **Maintenance and Service**

The Contractor must be responsible for maintenance and repair of all equipment provided in response to this IFB. The Contractor must keep all areas adjacent to the equipment clean, maintain proper stock levels at all times, maintain proper mechanical condition of all equipment, and make routine collection of monies. A phone number for customer service or complaints

must be clearly displayed on each piece of equipment. The Contractor must agree to repair or replace any machine within 24 hours of being notified of any malfunction.

5. Hold Harmless

The Contractor must agree that under no circumstances is the State of New York, the Office of Children and Family Services, or the Commission, or any of its representatives or the host agency, liable for any losses whatsoever, including damage to fixtures, equipment, or pecuniary losses, suffered by the Contractor through any cause whatsoever. The Contractor will save and hold the State of New York, the Office of Children and Family Services, the Commission and any of its representatives, and the host agency harmless from liability of any nature or kind including costs and expenses, of or on account of any acts or omissions of the Contractor, their agents, and employees.

6. Insurance

The Contractor, throughout the term of this license agreement, shall provide and keep in force for the benefit of the Commission, the licensed operator of the vending facility (where applicable) and the building management in which the vending machines are installed pursuant to this License agreement, insurance policies in the standard form in use in the State of New York providing the following coverage:

Insurance Type*	
Commercial General Liability	[Not less than \$1,000,000 each occurrence]
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Medical Expenses Limit	\$5,000
Business Automobile Liability Insurance	[Not less than \$2,000,000 each occurrence]
Workers' Compensation	
Disability Benefits	

***Proof of coverage is due prior to the start of work and updated in accordance with the contract.**

Certificates of all policies and renewals thereof shall be delivered to the Commission at least ten days prior to the effective date of such policies. It is hereby agreed that the Contractor will secure compensation insurance to cover employees engaged under this License agreement in compliance with the provisions of the Worker's Compensation Law and keep such employees insured during the life of this License agreement, and in default thereof this License agreement shall be void and of no effect. Contractor must be in compliance with all other insurance coverages required by law.

7. Responsibility for Losses

All losses incurred in the operation of the Contractor's authorized vending service will be the responsibility of the Contractor. The Contractor must resolve all customer complaints by either a correction of the deficiency or a refund of the amount paid, within one week of receipt of or notice of the complaint.

8. Permits, Licenses, Fees, and Taxes

The Contractor must agree to obtain and maintain all permits and licenses, and pay all fees and taxes, and give all notices and comply with all laws, ordinances, rules, and regulations of the city or town in which the installation is to be made, and of the State of New York.

9. Records, Audits and Inspections

All records pertaining to services rendered in response to this IFB must be retained by the Contractor for a period of six years after the end date of services. Authorized representatives of the Commission, the New York State Office of Children and Family Services, and other representatives including, but not limited to, the Office of the New York State Comptroller or the Federal Rehabilitation Services Administration, may inspect the Contractor's operations and premises at all times and may inspect and audit the books and records of the Contractor at any or all reasonable times.

10. Monthly Sales Report

Contractor agrees to provide to NYSCB a monthly sales report for the location(s) at the site covered under the agreement. At a minimum, this report must include monthly gross sales for each location, minus bottle deposits, minus sales tax, and the dollar amount of commission due to NYSCB. This monthly sales report should be included with the monthly commission payment.

Alternatively, the contractor can meet the monthly sales report requirement by granting NYSCB access to the contractor's web-based data tracking system (telemetry), which needs to provide monthly gross sales for each location at the site covered under the agreement.

11. Transfer or Subcontract

No assignment, transfer, or hypothecation of the operations agreement resulting from this bid solicitation may be made, in whole or in part, by the Contractor without written authorization by the Commission. The Commission reserves the right to approve or non-approve the use of any subcontractor proposed by the bidder, who is the prime contractor. Such approval will not be unreasonably withheld. The replacement or addition of a subcontractor will require 30 days advance notice to the Commission by the Contractor. The Contractor must provide OCFS with a copy of any subcontracting agreement prior to entering into said subcontracting agreement. OCFS reserves the right to reject such an agreement if it has the potential to affect future revenue contracts, such as a non-compete clause in the agreement.

12. Termination

Upon termination of the agreement, the Contractor must promptly remove all the equipment from the premises. Equipment should be removed within 72 hours, or a timeframe agreed upon by the Commission and the Contractor. Upon failure of the Contractor to do so, the Commission and/or the host agency may cause such equipment to be removed at the Contractor's expense.

The contract agreement between the Contractor and the Commission may be terminated by the Commission for any reason whatsoever by giving 30 days' written notice to the Contractor of its intention. The contract may be terminated at any time upon mutual consent of the Commission and the Contractor. The Contractor must give 90 days' written notice to the Commission of its desire to terminate the agreement.

The Commission may terminate the agreement immediately upon written notice of termination to the Contractor, if the Contractor fails to comply with the terms and conditions of the agreement and/or with any laws, rules, regulations, policies, or procedures affecting the

agreement. Written notice of termination shall be sent by personal messenger service or by certified mail, return receipt requested.

The Contractor will be required to give the Commission 90 days' notice of its intention to change ownership via sale to or merger with another vending service provider. Upon such change of ownership, the Commission will review the qualifications and past performance record of the new owner and reserves the right, at the discretion of the Commission, to offer the continuation of the contract to the new owner or to terminate the agreement.

In the event the Office of the New York State Comptroller (OSC) does not approve the contract agreement, the Contractor will be required to promptly remove all equipment and/or machines from the premises. Equipment and/or machines should be removed within 72 hours, or a timeframe agreed upon by the Commission and the Contractor.

13. Letter of Credit

The successful bidder will be required to furnish on or before the service start date, an irrevocable letter of credit from a qualified financial institution, in an amount equivalent to three estimated monthly payments of the contract fee. The estimated contract fee will be based on the total gross sales reported for the 12-month period of 8/1/2023 – 7/31/2024 by calculating three months of estimated gross sales and multiplying by the rate percentages bid by the vendor. A qualified financial institution is a banking institution that is Federal Deposit Insurance Corporation (FDIC) insured. The following provisions must be indicated on the face of the document:

- A. the term of the letter of credit must be the term of the contract plus 12 months to guarantee the discharge of all obligations by the successful bidder;
- B. the Commission must be authorized to draw upon the letter at any time or from time to time as needed, without having to give notice to or obtain approval or authorization from the successful bidder;
- C. a designated number to be used as a reference; and
- D. instructions on how to access the letter of credit.

In lieu of the letter of credit, the successful bidder may make a payment to the Commission in an amount equal to three estimated monthly payments on or before the service start date. This amount will be retained by the Commission for the duration of the service period, plus up to 12 additional months, to guarantee the discharge of all obligations by the Contractor. Funds retained for this purpose may be appropriated by the Commission upon failure of Contractor to comply with the terms and conditions of the contract, without further notice to the Contractor and without the approval of, or authorization from, the Contractor.

Twelve months from the expiration date of the contract, or 60 days from the payment of the full and final payment due the Commission from the Contractor, whichever date is earlier, the cash payment will be returned to the Contractor less any deductions due to the Commission to satisfy the Contractor's obligations under the contract. No interest will be paid by the Commission to the Contractor on this cash payment amount.

14. Affirmative Action

OCFS has a policy and is committed to equal opportunity and affirmative action. OCFS contractors are expected to exhibit a similar commitment and may be required to submit an

affirmative action plan and/or staffing plan when responding to this IFB. The Contractor may also be required to submit quarterly reports in a manner prescribed by OCFS, illustrating their equal employment and affirmative action efforts. Wherever it is deemed appropriate by OCFS, contractors will be required to provide an opportunity for minority- and women-owned businesses to act as subcontractors in the provision of goods and services, minimally commensurate with the applicable goals.

The Contractor agrees to comply with all applicable federal and state nondiscrimination statutes including: the Civil Rights Act of 1964, as amended; Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulation 41 CFR Part 60; Executive Law of the State of New York, Sections 290-299 thereof, and any rules or regulations promulgated in accordance therewith; Section 504 of the Rehabilitation Act of 1973 and the regulations issued pursuant thereto contained in 45 CFR Part 84 entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance;" and the Americans with Disabilities Act (ADA) of 1990 and regulations issued by the Equal Employment Opportunity Commission which implement the employment provisions of the ADA, set forth at 42 CFR Section 12116.

In the event the Contractor is found through an administrative or legal action, whether brought in conjunction with this contract or any other activity engaged in by the Contractor, to have violated any of the laws recited herein in relation to a contractor's duty to ensure equal employment to protected class members, OCFS may, in its discretion, determine the Contractor has breached this agreement.

15. Appendix A – Standard Clauses for NYS Contracts

The Contractor has read, understands, and accepts all provisions of **Appendix A – Standard Clauses for NYS Contracts**. **Appendix A** contains important information related to the contract to be entered into as a result of this IFB and will be incorporated, without change or amendment, into the contract entered into between OCFS and the selected Contractor. The Contractor will be required to abide by the terms and conditions as set forth in **Appendix A** attached to this announcement.

16. Workers' Compensation Insurance and Disability Benefits Coverage

Contractors must provide proof of Workers' Compensation insurance and disability benefits coverage before a contract will be approved by OSC. If you are awarded a contract, the following proof of insurance will be required:

- 1) Form C-105.2 – Certificate of Workers' Compensation Insurance issued by private insurance carriers, Form U-26.3 issued by the State Insurance Fund, or Form CE-200 – Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage. On forms where a certificate holder can be indicated, the New York State Office of Children and Family Services should be entered in this field.
- 2) Form DB-120.1 - Certificate of Disability Benefits Insurance or Form CE-200 – Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

17. Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, bidder/contractor (or any assignee) certifies that it is not on the "Entities

Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/reggs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such contract any subcontractor that is identified on the Prohibited Entities List. Additionally, bidder/contractor is advised that should it seek to renew or extend a contract awarded in response to the solicitation, it must provide the same certification at the time the contract is renewed or extended.

During the term of the contract, should OCFS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OCFS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OCFS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the contractor in default.

OCFS reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal, or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

18. Executive Orders

Executive Order No. 14, dated February 27, 2022, requires State agencies to terminate any contracts and to refrain from entering into any new contracts with an institution or company that is determined to be a Russian or Russia supporting entity.

Executive Order No. 16, dated March 17, 2022, requires State agencies to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.

Executive Orders 14 and 16 include the following definitions:

- “Russian entity” means an institution or company that is headquartered in Russia or has its principal place of business in Russia.
- “Supporting entity” means any institution or company providing assistance to the Russian government in its campaign to invade the sovereign country of Ukraine, either through in-kind support or for-profit.
- “Entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

By submission of a response to this solicitation the offeror certifies that the Offeror:

- a. is not a Russian or Russia supporting entity, as those terms are defined in the Executive Order No. 14 (dated February 27, 2022).
- b. is not an entity conducting business operations in Russia, as those terms are defined in the Executive Order No. No. 16 (dated March 17, 2022).

Executive Order 177, dated February 3, 2018, directs New York State agencies and authorities not to enter into any contracts with entities that have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military

status, or other protected basis. The Contractor must provide the EO 177 Certification statement found attached to this announcement.

19. State Finance Law §139-I; Statement on Sexual Harassment in Bids

New York State Finance Law §139-I, effective January 1, 2019, requires, in relevant part, that “[e]very bid . . . made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain [a] statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury. . . [that] [b]y submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.’ The Contractor must provide the foregoing certification prior to any award being made by OCFS. For additional guidance on drafting an appropriate sexual harassment policy and developing appropriate training please refer to State Finance Law §139-I and <https://www.ny.gov/combating-sexual-harassment-workplace/employers#top>.

IV. SELECTION CRITERIA / AWARD OF CONTRACT

The award of a contract pursuant to this IFB will be made to an eligible, responsive, and responsible bidder based on the highest bid amount which meets or exceeds the minimum acceptable bid rate specified in IFB **Section I “Information for Prospective Bidders” sub-section #3** entitled “**Minimum Bid Requirement and Eligibility Criteria**”.

To be considered eligible, a bidder must satisfy all requirements outlined in IFB **Section I “Information for Prospective Bidders” sub-section #3** entitled “**Minimum Bid Requirement and Eligibility Criteria**”. OCFS reserves the right to disqualify a bidder if their reference checks or experience are unsatisfactory. To be considered responsive, a bidder should submit a cover letter and a complete and timely bid proposal that meets all the bid proposal requirements defined in **Section II**, herein. OCFS reserves the right to disqualify a bidder if they have ever had an award rescinded by OCFS in the past due to non-responsiveness or their inability to satisfy the requirements of the procurement. To be considered responsible, the bidder must be able to demonstrate integrity, reliability, and competence as shown in its responses to the “**Vendor Responsibility Questionnaire**” (**Attachment #4**), the “**Procurement Lobbying Act Certification Form**” (**Attachment #5**), the “**Non-Collusive Bidding Certification**” (**Attachment #6**), and the “**Executive Order 177 Certification Form**” (**Attachment #7**).

Only one vendor will be selected and only one award will be made. In the event two offers are tied, the vendor with the most years of providing vending services will be awarded the contract. The basis for determining the award shall be documented in the procurement record.

The Commission reserves the right to award the contract to a bidder other than the highest bidder if the highest bidder is determined not to be an eligible, responsive, or responsible bidder.

Any successful bidder may be required, at the discretion of the Commission, to justify the amount of the bid submitted. The contract resulting from this IFB will utilize the bid rate specified by the winning bidder, and the rate will remain fixed for the life of the contract. The contract value will be estimated based on the bid rate and historical sales and may be subject to change based on the actual sales over the life of the contract.

The Commission reserves the right to:

- Reject any or all bid proposals received in response to this IFB;
- Withdraw the IFB at any time, at the agency's sole discretion;
- Make an award under the IFB in whole or in part;
- Disqualify a bidder whose conduct and/or proposal fails to conform to the requirements of the IFB;
- Seek clarifications and revisions of proposals;
- Use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB;
- Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent IFB amendments;
- Change any of the scheduled dates;
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
- Waive any requirements that are not material;
- Negotiate with the successful bidder within the scope of the IFB in the best interests of the State;
- Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
- Utilize any and all ideas submitted in the proposals received;
- Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 180 days from the bid opening;
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation;
- Require a successful bidder to submit addresses, contact persons and telephone numbers of three (3) locations where the bidder provides or has provided vending machine services;
- Disqualify a bidder who cannot provide satisfactory references for at least three (3) locations where the bidder provides or has provided vending machine services;
- Disqualify a bidder who cannot provide the required vending machines at the required locations within the timetables specified by this IFB;
- Require bidders to provide satisfactory written documentation that demonstrates any proposed partners or subcontractors are willing, able, and agree to provide required services at the locations specified by this IFB;
- Request supporting documentation or information from a bidder to verify they meet eligibility criteria and/or satisfy mandatory requirements; and
- Reject any extraneous terms, alternate activities/work to be performed, added conditions, or exceptions stated by applicants within their bid. This includes, but is not limited to, proposed changes to the standard terms and conditions of the resulting contract(s).

NOTE: The Commission reserves the right to make awards (i.e., fully executed contracts) within 180 days after the date of the bid opening, during which period, bids must remain firm and cannot be withdrawn. If, however, a contract is not awarded within the 180-day period, bids shall remain firm until such later time as either a contract is awarded or the bidder delivers to the Commission written notice of the withdrawal of its bid.

V. WHERE TO SUBMIT THE BID DOCUMENTS

All bids **must** be submitted electronically by email to funding@ocfs.ny.gov by the **Bid Due Date and time set forth in Calendar of Events**. All bid documents must be sent as attachments as OCFS is unable to download any documents. The email subject line should include the following information: IFB 1187 and Vendor Name. If bid requires files be sent in multiple emails, indicate the email number, e.g., 1 of 2. No facsimile or hard copy bids will be accepted. Bid submissions for this procurement should only contain bid proposals for this specific funding opportunity and bidders should submit only one bid proposal per submission email.

Bid proposals must be attached to the email in a manner that results in the electronic document(s) being transmitted with the email. The bid proposal must be received by OCFS secure email servers to be considered properly received. Clickable links to download the bid proposal and/or the use of third-party file hosting services are not permissible as the bidder's email submission is not transmitting the electronic document(s) of the bid proposal to OCFS.

Email delivery or read receipts are recommended. OCFS will provide a confirmation email that the bid has been received including the number of attachments. Bidders are responsible for contacting OCFS prior to the deadline if confirmation has not been received. Refer to **Section II Contents of Bid Submission** of this IFB for a list of documents that should be included in your bid proposal.

**BID PROPOSALS MUST BE RECEIVED BY OCFS NO LATER THAN
THE DATE/TIME SET FORTH IN THE CALENDAR OF EVENTS. OFFERERS ASSUME ALL RISKS FOR
TIMELY, PROPERLY SUBMITTED BIDS.**